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TUAN NGUYEN

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

18 TUAN NGUYEN, individually and on behalf
of a class of similarly situated individuals,

Plaintiff,

20 || v.

21 | EQUILON ENTERPRISES LLC, a Delaware
| Limited Liability Company,

Defendant.

Case No: 4:12-CV-04650-YGR

CLASS ACTION

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: February 18, 2014

Time: 2:00 p.m.

Ctrm: 5, 2nd Floor

Judge: The Hon. Yvonne Gonzalez-Rogers

Action Filed: June 19, 2012

FAC Filed: January 13, 2014

1 The Motion for Preliminary Approval of Class Action Settlement, filed by Plaintiff
 2 TUAN NGUYEN (“Plaintiff”), came on for hearing regularly in Courtroom 5 of the above
 3 captioned court, the Honorable Yvonne Gonzalez Rogers presiding. All parties appeared by
 4 counsel of record.

5 Having fully received and considered the Plaintiff’s motion, the Declaration of Eric A.
 6 Grover, the Settlement Agreement and Release (“Settlement Agreement”), the proposed Class
 7 Notices and Claim Forms, and the arguments of counsel presented to the Court at the hearing of
 8 this motion, and with GOOD CAUSE APPEARING, the Court hereby rules as follows:

- 9 1. The Court GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action
 Settlement.
- 10 11 2. The Court GRANTS preliminary approval of the terms and conditions contained
 in the Settlement Agreement. The Court finds that the terms of the Settlement
 Agreement are within the range of possible approval at the final approval hearing.
 Unless otherwise provided in this Order, all capitalized terms shall have the same
 meaning as set forth in the Settlement Agreement.
- 12 13 3. The Court FINDS that the following classes should be preliminarily certified for
 settlement purposes only:
 - 14 15 a. Settlement Class 1 defined as “All California residents who called 888-
 GO-SHELL (888-467-4355) from a cellular or cordless telephone while
 located in California between May 1, 2008 and March 25, 2011, inclusive,
 and were transferred to the Manila, Philippines call center, and who did not
 opt-out of the settlement; and
 - 16 17 b. Settlement Class 2 defined as “All California residents who called 888-
 GO-SHELL (888-467-4355) from a cellular or cordless telephone while
 located in California between March 26, 2011 and September 12, 2012,
 inclusive, and were transferred to the Manila, Philippines call center, and
 who did not opt-out of the settlement.

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- 1 4. The Court FINDS that, for the purposes of approving this settlement, the proposed
2 settlement Classes meet the requirements for certification under Rule 23 of the
3 Federal Rules of Civil Procedure: (a) the proposed Classes are ascertainable and so
4 numerous that joinder of all members of the Classes are impracticable; (b) there
5 are questions of law or fact common to members of both of the proposed Classes;
6 (c) the claims of the named Plaintiff are typical of the claims of the members of
7 the proposed Classes and the named Plaintiff is representative of the Classes;
8 (d) Plaintiff's Counsel Keller Grover LLP and Law Offices of Scot D. Bernstein,
9 A Professional Corporation, will fairly and adequately protect the interests of the
10 Classes; and (e) a class action is superior to the other available methods for an
11 efficient resolution of this controversy.
- 12 5. The Court APPOINTS as Class Counsel Keller Grover LLP and Law Offices of
13 Scot D. Bernstein, A Professional Corporation.
- 14 6. The Court APPROVES Plaintiff TUAN NGUYEN as Class Representative.
- 15 7. The Court APPROVES Kurtzman Carson Consultants, LLC as Claims
16 Administrator for the purpose of this settlement. Kurtzman Carson Consultants,
17 LLC is required to submit admissible evidence to support its request for payment
18 at the Final Fairness Hearing.
- 19 8. The Court APPROVES the Settlement Class Notice, Email Notices, Postcard
20 Notices, Claim Forms, and Opt-Out Form, which are attached hereto as
21 **Exhibits 1, 2-a, 2-b, 2-c, 3, 4-a, 4-b, 4-c and 5**, respectively. The Court finds that
22 the notice procedure set forth in the Settlement Agreement, which includes the
23 email distribution of the Email Notices for each class, the U.S. mail distribution of
24 the Postcard Notices for each class, direct telephone calls, the publication of the
25 Settlement Website, and an online banner advertising campaign for the Settlement
26 Website, constitutes the best notice practicable under the circumstances and is in
27 full compliance with the laws of the United States and the requirements of due
28 process. The Court further finds that the Class Action Settlement Notices and

1 Claim Forms fully and accurately inform Class Members of all material elements
2 of the Settlement Agreement, of each Class Member's right to submit a claim, of
3 each Class Member's right to be excluded from the settlement, and of each Class
4 Member's right to object to the settlement.

- 5 9. The court DIRECTS Defendant to compile and, no later than 20 days after the date
6 of this Order, provide to the Claims Administrator, in the manner described in the
7 Settlement Agreement, a list of the telephone numbers and, where available,
8 names and email addresses associated with telephone calls made from California
9 Area Codes to Shell's 888-GO-SHELL (888-467-4355) customer-service number
10 between May 1, 2008 and September 12, 2012, inclusive, and transferred to the
11 Manila call center.
- 12 10. The Court DIRECTS the Claims Administrator to send the Email Notices
13 (**Exhibits 2-a, 2-b, 2-c** hereto) to each of the email addresses provided no later
14 than 20 days after receiving the Class Member contact list from Defendant. The
15 Court further DIRECTS the Claims Administrator, no later than 20 days after
16 receiving the Class Member Contact list, to send the Settlement Notice Postcards
17 (**Exhibit 3** hereto) via U.S. Mail to each mailing address that the Class
18 Administrator was able to locate.
- 19 11. The Court DIRECTS the Claims Administrator, within 30 days after receiving the
20 Class Member contact list, to make direct telephone calls to Settlement Class
21 Members for whom Defendant did not have an email address or for whom the
22 Claims Administrator was unable to locate a mailing address, directing them to the
23 Settlement Website. The Court further DIRECTS the Claims Administrator,
24 within 10 days after learning that an email bounced back or a Settlement Notice
25 Postcard was returned, to make direct telephone calls to Settlement Class Members
26 whose emails bounced back or whose Settlement Notice Postcards were returned
27 as undeliverable.

- 1 12. The Court DIRECTS the Claims Administrator to publish the Settlement Website
2 on the Internet at the URL www.ShellRecordingSettlement.com (or a similar name
3 if that one is not available) ("Settlement Website") beginning on the day on which
4 the Claims Administrator first sends the mail and email notices to Class Members.
5 The Settlement Website shall set forth a summary of the terms of the settlement,
6 and shall state the means by which Settlement Class members may communicate
7 with the Claims Administrator (including, but not limited to, the Claims
8 Administrator's business name, address, telephone number, and e-mail address),
9 instructions on how to submit a Claim Form (both electronically and by mail) and
10 deadline(s) associated with doing so, instructions on how to object and opt out of
11 the Class Action Settlement and deadline(s) associated with objecting and opting
12 out, and a toll-free telephone number which Settlement Class members may call to
13 reach the Claims Administrator for questions. The Settlement Website also shall
14 provide, free of charge, a viewable, printable and downloadable copy, in PDF file
15 format, of each of the following documents: the Settlement Agreement and
16 Release; the Complaint; the First Amended Complaint; the Answer to the
17 Complaint; the Court's order preliminarily approving the Class Action Settlement
18 and certifying the Settlement Class; the Claim Forms; the Opt-Out Form; and the
19 Settlement Class Notice. The Settlement Website shall remain active for ninety
20 (90) days after the Settlement Effective Date.
- 21 13. The Court DIRECTS the Claims Administrator to initiate the online banner
22 advertising campaign, as set forth in the Settlement Agreement, beginning on the
23 day which the Claims Administrator first sends the mail and email notices to Class
24 Members. The banner advertising campaign will continue for a period of seventy-
25 five (75) days.
- 26 14. The Claims Administrator shall take all other necessary actions in furtherance of
27 obtaining correct mailing address information for settlement Class Members,
28 determining Settlement Class Members' payment amounts, receiving and

1 processing Class Member challenges, opt-outs, and objections, and other claims
2 administration functions, as are specified in the Settlement Agreement.

- 3 15. Settlement Class Members who wish to participate in the settlement shall
4 completely fill out and sign (or electronically submit) an appropriate Claim Form
5 in the manner provided for in the Settlement Agreement. Claim Forms submitted
6 by Class Members who did not receive direct telephone calls must be postmarked
7 or received electronically no later than 60 days after the date on which the
8 Settlement Class Notice emails and Settlement Notice Postcards are initially sent
9 out by the Claims Administrator. Claim Forms from Class Members who receive
10 direct telephone calls must be postmarked or received electronically no later than
11 75 days after the Settlement Class Notice emails and Settlement Notice Postcards
12 are initially sent out by the Claims Administrator.
- 13 16. The Court APPROVES the proposed procedure for the Class Members to submit a
14 request for exclusion from the settlement. Any Class Member requesting
15 exclusion from the settlement must return a completed Opt-Out Form or mail a
16 signed request for exclusion to the Claims Administrator so that it is postmarked
17 no later than 60 days after the Settlement Class emails and Settlement Notice
18 Postcards are sent. Any Class Member who submits a valid and timely request for
19 exclusion shall no longer be a member of the Class, shall be barred from
20 participating in or objecting to this settlement, and shall receive no benefit from
21 this settlement.
- 22 17. Any Settlement Class Member who does not submit a valid and timely Opt-Out
23 Form to opt out of the Settlement Class will be bound by all proceedings, orders,
24 and judgments in this action relating to the Settlement Agreement.
- 25 18. The Court further ORDERS that, as provided in the Settlement Agreement and
26 under Federal Rule of Civil Procedure 23(e)(5), each Class Member shall be given
27 a full opportunity to object to the Class Action Settlement. As explained in the
28 Class Notices, any Class Member seeking to object to the settlement shall file the

1 Objection with the Court and shall serve that objection on Settlement Class
2 Counsel and Defense Counsel no later than 60 days after the Settlement Class
3 Notice emails and Settlement Notice Postcards are sent. Any Class Member who
4 fails to file and serve a timely written objection shall be foreclosed from objecting
5 to the Settlement Agreement unless otherwise ordered by the Court. No person
6 shall be heard at the Final Approval Hearing, and no briefs or papers shall be
7 received or considered, unless the foregoing documents have been filed and served
8 as provided in this Order, except as this Court may permit for good cause shown.

- 9 19. Class Counsel shall file a motion for approval of reasonable attorneys' fees, costs,
10 and litigation expenses and a motion for approval of an enhancement award for
11 Plaintiff TUAN NGUYEN no later than 21 calendar days before the deadline by
12 which Settlement Class Members may object to or opt out of the settlement.
13 20. Class Counsel shall file a motion for final approval of the settlement no later than
14 35 calendar days before the Final Approval Hearing.
15 21. The Final Approval Hearing is scheduled for August 26, 2014 at 2:00 p.m. in
16 Courtroom 1 of this Court, at which time the Court shall finally determine whether
17 the settlement is fair, reasonable and adequate. The date and time selected for the
18 hearing must appear in the Class Notice.

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1 22. Except as provided herein and as necessary to effectuate the Settlement
2 Agreement, the action is hereby stayed in its entirety and all currently calendared
3 events are hereby vacated unless and until the Court renders a final decision on
4 approval of the Class Action Settlement.

5 **IT IS SO ORDERED.**

6
7 Dated: March 25, 2014, 2014


HON. YVONNE GONZALEZ ROGERS
United States District Court Judge

8
9 Dated: March 24, 2014

10 Respectfully submitted,

11 **KELLER GROVER LLP**

12
13 By: /s/ Eric A. Grover

14 ERIC A. GROVER
RACHAEL G. JUNG

15 *Counsel for Plaintiff*
16 TUAN NGUYEN

17
18 Dated: March 24, 2014

19 **WILSON TURNER KOSMO LLP**

20
21 By: /s/ Frederick W. Kosmo, Jr.

22 FREDERICK W. KOSMO, JR.
ROBIN A. WOFFORD
JOCELYN D. HANNAH

23 *Counsel for Defendant*

EXHIBIT 1

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

TUAN NGUYEN, individually and on behalf of
a class of similarly situated individuals,

Case No. 4:12-cv-04650-YGR

Plaintiff,

CLASS ACTION

v.

EQUILON ENTERPRISES LLC,

Defendant.

CLASS ACTION SETTLEMENT NOTICE

READ THIS NOTICE CAREFULLY

YOUR LEGAL RIGHTS MAY BE AFFECTED

You may be entitled to benefits under the terms of this proposed Class Action Settlement. Please read the rest of this Notice to find out more.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Participate in the Settlement	If you wish to receive a Settlement Payment, read this Notice for information on how to file a claim. If you do not file a Claim Form by [insert claim deadline], you will not receive a Settlement Payment.
Exclude Yourself from the Settlement	If you do not want to participate in the Settlement, you must complete, date, sign and return your completed Request for Exclusion form postmarked not later than [insert deadline] or else you will be bound by the Settlement.
Object to the Settlement	If you wish to object to the Settlement, you must follow the directions in this Notice.
Participate in the Hearing	If you submit a valid and timely objection to the Settlement, you may also indicate in the objection whether you wish to appear and be heard at the time of the final approval hearing.
Do Nothing	If you do nothing with respect to this Notice, you will not receive any Settlement Payment and you will be bound by the terms of the Settlement.

THESE RIGHTS AND OPTIONS, INCLUDING THE DEADLINES BY WHICH TO EXERCISE THEM, ARE EXPLAINED IN THIS NOTICE

Questions? Call 1-8XX-XXX-XXXX or www.ShellSettlement.com

What is the Case About?

This class action case alleges that Defendant Equilon Enterprises LLC (referred to as “Defendant”) violated California law by recording or monitoring, without notice to callers, telephone calls made to Shell’s 888-GO-SHELL (888-467-4355) customer service telephone number by California residents from cellular or cordless telephones within the State of California. The case covers calls made at any time during the period from May 1, 2008 through September 12, 2012.

What is a Class Action?

In a class action, one or more people called class representatives (in this case Tuan Nguyen) sue on behalf of people who have similar claims. If the Court “certifies” the class (i.e., approves the case for class treatment), the Court resolves the issues for all class members except for those who “exclude” themselves from the Class (otherwise known as “opting out” of the class and the class action settlement).

Am I a Class Member?

You are a Class Member if you are or were a California resident and you called 888-GO-SHELL (888-467-4355) between May 1, 2008 and September 12, 2012 from a cellular or cordless telephone while you were located within the State of California, your call was transferred to Defendant’s Manila, Philippines call center, and you spoke to a customer-service representative. There are three types of Class Members: Settlement Class 1 Members, Settlement Class 2 Members and persons who are members of both Settlement Class 1 and Settlement Class 2.

What are the Differences between Class 1 and Class 2 Members?

Whether you are a member of Settlement Class 1 or Settlement Class 2 or both is determined by the dates on which you called 888-GO-SHELL (888-467-4355).

- “Settlement Class 1 Members” called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California between May 1, 2008 and March 25, 2011, were transferred to Defendant’s Manila, Philippines call center, and spoke with a customer service representative.
- “Settlement Class 2 Members” called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California between March 26, 2011 and September 12, 2012, were transferred to Defendant’s Manila, Philippines call center, and spoke with a customer service representative.

Class 1 and Class 2 Members receive different benefits under the Settlement, as explained below. If you are a member of both Settlement Class 1 and Settlement Class 2, you will receive both the benefits of being a member of Settlement Class 1 and the benefits of being a member of Settlement Class 2.

Why is There a Settlement?

Both sides agreed to a settlement to avoid the uncertainty and cost of class certification and a trial and to provide benefits to Class Members more promptly. The Court did not decide in favor of Plaintiff or Defendant, and Defendant denies any liability or wrongdoing of any kind associated with the claims in this class action.

What Can I Get From The Settlement?

Defendant has agreed to create a Settlement Fund of \$1,975,000. After fees and costs are deducted, the remaining amounts will be available to pay Class Members who submit timely and valid Claim Forms based on the following formulas, so long as they have not excluded themselves from (i.e., “opted out of”) the settlement:

(a) A flat \$300,000 will be allocated to and divided equally among members of Settlement Class 1. It is estimated that if all members of Settlement Class 1 make timely and valid claims, they will receive approximately \$25 each. If fewer members make timely and valid claims, the share that each receives will increase, but it will not exceed \$1,000 for any member of Settlement Class 1. If that cap is reached, any money that remains out of the funds allocated to Settlement Class 1 after all payments to members of Settlement Class 1 are calculated will be added to the funds available for Settlement Class 2.

(b) Approximately \$1,056,250 will be allocated to and divided equally among members of Settlement Class 2. It is estimated that, if all members of Settlement Class 2 make timely and valid claims, they will receive approximately \$176 each. If fewer members make timely and valid claims, the share that each receives will increase, but it will not exceed \$5,000 for any member of Settlement Class 2.

Although you can make a claim as a member of both Settlement Class 1 and Settlement Class 2, you may make only one claim as a member of Settlement Class 1 and one claim as a member of Settlement Class 2 regardless of the number telephone calls you made to 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California between May 1, 2008 and September 12, 2012. Further, if you make a claim as a member of both Settlement Class 1 and Settlement Class 2, your total payment will not exceed the sum of the amount of the payment received by members of Settlement Class 1 and the amount of the payment received by members of Settlement Class 2. Thus, that amount cannot under any circumstances exceed \$6,000.

Please note that the Claims Administrator has records of telephone calls which will be used to verify the accuracy of claims.

What Do I Need to Do To Receive Settlement Benefits?

You must complete a Claim Form and return it to the Claims Administrator on time. You may obtain a hard copy Claim Form from the Settlement Website, www.ShellRecordingSettlement.com, by calling 1-8XX-XXX-XXXX, or by writing to the Claims Administrator at [Address]. You also may submit a completed Claim Form electronically at the settlement website, www.ShellRecordingSettlement.com. A Claim Form will not be considered timely unless it is returned to the Claims Administrator electronically or sent by mail postmarked no later than [Date].

What Am I Giving Up to Get Settlement Benefits or Stay In the Class?

Unless you exclude yourself, as described below, you will remain in the Class and be bound by the terms of the settlement and all of the Court’s orders. This means that you can’t sue or be part of any other lawsuit against Defendant about the issues in this case. Staying in the Class also means that you agree to the following release of claims, which describes the legal claims that you give up:

Release by the Settlement Class. Upon entry of the Judgment, each Settlement Class Member, and their respective heirs, assigns, successors, agents, attorneys, executors, and representatives, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, irrevocably, and forever released Shell Oil Company, Shell Oil Products Company LLC, Equilon Enterprises LLC dba Shell Oil Products US (entity which owns the 888-GO-SHELL telephone number), and Shell Shared Services (Asia) B.V. (entity which operates the Manila call center), and any of their

past or present directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, parents, subsidiaries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, clients, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), from any and all liabilities, claims, cause of action, damages, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Action, relating to or arising out of the alleged recording, monitoring, or eavesdropping upon telephone calls made by California residents to 888-GO-SHELL (888-467-4355) between May 1, 2008 and September 12, 2012, inclusive, from a cellular or cordless telephone phone with a California Area Code while the caller was located in California and which call was transferred to the Manila, Philippines call center (collectively, the “Released Claims”). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the Action alleging violation of statutory law prohibiting the monitoring, recording or eavesdropping on telephonic conversations without the consent of all parties, including but not limited to claims under California Penal Code §§ 632.7 and 637.2. The Released Claims also include, but are not limited to, claims under any other California or Federal statute, code, rule or regulation, which claims are predicated on the alleged monitoring, recording or eavesdropping on calls without notice and/or consent.

California Civil Code Section 1542. In connection with and limited to the release set forth above, as of the settlement effective date, except as to such rights or claims as may be created by the settlement agreement, Plaintiff and each member of the Settlement Class who does not timely opt-out hereby acknowledge and expressly waive any and all rights conferred by California Civil Code section 1542, which states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

When Can I Expect To Receive My Settlement Benefits?

The Court will hold a hearing on August 26, 2014], to decide whether to give final approval to the settlement. Everyone who timely submits a timely and valid Claim Form with sufficient documentary evidence, if required, and does not exclude himself or herself from the settlement, will be kept informed of the progress of the settlement through the dedicated settlement website at www.ShellRecordingSettlement.com. Please be patient.

Can I Exclude Myself From the Settlement?

If you don’t want to receive benefits from this settlement, but you want to keep the right to sue the Defendant on your own at your own expense about the issues in this case, then you must take steps to exclude yourself from the settlement. This is also called “opting-out” of the settlement. To exclude yourself from the settlement, you must complete and return the Request For Exclusion From The Settlement form, which may be obtained through the Settlement Website www.ShellRecordingSettlement.com, by calling 1-8XX-XXX-XXXX, or writing to the Claims Administrator at [Address]. Be sure to include your name, address, telephone number, and signature.

Your Request for Exclusion From The Settlement form must be postmarked no later than [Date] and mailed to:

Shell Recording Settlement Exclusions
c/o Kurtzman Carson Consultants, LLC
P.O. Box XXXX
City / State, XXXXX

If you request exclusion from the settlement, you will not get any settlement benefits, and you cannot object to the terms of the settlement. You will not be legally bound by anything that happens in this lawsuit.

If I Don't Exclude Myself, Can I Sue the Defendant for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims that this settlement resolves. If you have a pending lawsuit covering this same claim, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit.

Do I Have a Lawyer in the Case?

The Court has appointed Eric A. Grover of Keller Grover LLP and Scot Bernstein of Law Offices of Scot D. Bernstein, A Professional Corporation to represent you and other class members, as Class Counsel. You will not be charged for this. If you want to be represented by your own lawyer, you may hire one at your own expense.

How Will the Lawyers and the Class Representative Be Paid?

Class Counsel will ask the Court to approve payment of up to \$493,750 in attorneys' fees and up to \$20,000 in out-of-pocket costs. The fees would pay Class Counsel for investigating the facts, litigating the case, negotiating the settlement, and following through to make sure that its terms are carried out. Class Counsel also will ask the Court to approve a payment of \$5,000 to Tuan Nguyen for his service as Class Representative. The Court may award less than these amounts. These amounts will be paid out of the Settlement Fund.

How Do I Tell the Court That I Don't Like the Settlement?

If you're a Class Member, you can object to the settlement if you don't like any part of it. Any such objection(s) must be delivered to Class Counsel and Defendant's counsel at the addresses below and filed with the Court no later than [Date]. Each objection must include (1) the name and case number of the lawsuit, (2) the objector's full name and postal address, (3) proof of the objector's membership in the Settlement Class, (4) all grounds for the objection including, if available, the factual and legal bases for the objection known to the objector or his or her counsel and the relief the objector is seeking, (5) the identity, postal address, and telephone number for all counsel who represent the objector, if any, and (6) a statement confirming whether the objector or the objector's counsel intends to appear personally and/or testify at the final fairness hearing.

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of Court, United States District Court, Northern District of California 1301 Clay Street Oakland, CA 94612	Eric A. Grover, Esq. Rachael Jung, Esq. KELLER GROVER LLP 1965 Market Street San Francisco, California 94103	Frederick W. Kosmo, Jr., Esq. WILSON TUNRER KOSMO LLP 550 West C Street, Suite 1050 San Diego, California 92101

What's the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. You cannot both object to and exclude yourself from the Settlement. Any person who attempts both to object to and opt out of the Settlement will be deemed to have opted out and will forfeit the right to object to or participate in the Settlement or any of its terms.

When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a final fairness hearing regarding the settlement at 2:00 pm on August 26, 2014 at 1301 Clay Street, Courtroom 1, Oakland, California. At that hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court also will decide how much to pay to Class Counsel and the Class Representative. After the hearing, the Court will decide whether to approve the settlement. Class Counsel do not know how long those decisions will take.

Do I Have to Come to the Hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you file your written objection on time, the Court will consider it. You also may pay your own lawyer to attend, but it's not necessary.

May I Speak at the Hearing?

You may ask the Court for permission to speak at the final fairness hearing. To do so, you must file a request entitled "Notice of Intention to Appear" in *Tuan Nguyen v. Equilon Enterprises LLC*, United States District Court for the Northern District of California Case No. 4:12-cv-04650-YGR. Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be filed with the Court no later than [Date]. You cannot speak at the hearing if you excluded yourself.

What Happens if I Do Nothing At All?

If you do nothing, you will remain in the Settlement Class and will be bound by the terms of the settlement and all of the Court's orders. This also means that you will not receive any settlement benefits and can't sue or be part of any other lawsuit against the Defendant about the issues in this case.

Are There More Details About the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement and Release. You can get a copy of the Settlement Agreement and Release through the Settlement Website, www.ShellRecordingSettlement.com, by calling 1-8XX-XXX-XXXX, or by writing to the Claims Administrator at [Address]. You also can contact Class Counsel:

Eric A. Grover, Esq.
KELLER GROVER LLP
1965 Market Street
San Francisco, California 94103
Telephone: (415) 543-1305
Facsimile: (415) 543-7861
eagrover@kellergrover.com

Scot Bernstein, Esq.
LAW OFFICES OF SCOT D. BERNSTEIN,
A PROFESSIONAL CORPORATION
101 Parkshore Drive, Suite 100
Folsom, California 95360
Telephone: (800) 916-3500
Facsimile: (916)933-5533
swampadero@sbernsteinlaw.com

PLEASE DO NOT CALL THE COURT, DEFENDANT, 888-GO-SHELL, OR DEFENSE COUNSEL WITH ANY QUESTIONS RELATED TO THE SETTLEMENT.

EXHIBIT 2-a

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

Nguyen v. Equilon Enterprises LLC

United States District Court for the Northern District of California, Case No. 4:12-cv-04650-YGR

NOTICE OF CLASS ACTION SETTLEMENT

(Settlement Class 1: May 1, 2008 through March 25, 2011)

If you are or were a California resident and you called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California at any time during the period from May 1, 2008 through March 25, 2011, were transferred to Shell's Manila call center, and spoke to a Shell customer-service representative, you may be eligible to receive money from a proposed class action settlement.

A proposed class action settlement has been reached in a lawsuit called *Tuan Nguyen v. Equilon Enterprises LLC*, pending in the United States District Court for the Northern District of California as Case No. 4:12-cv-04650-YGR. The lawsuit claims that Defendant, without providing the notice required by California law, recorded certain telephone calls from California residents who called 888-GO-SHELL (888-467-4355) from within California and were transferred to a call center in Manila, Philippines. Defendant denies the claims. Nonetheless, Defendant and the Class Representative and his counsel have agreed to settle the dispute to avoid the risks and costs of litigation.

If the Court certifies a class and approves the settlement, all class members who submit timely and valid claim forms will receive a payment to resolve all claims they may have had against Defendant regarding the calls described above. Persons who exclude themselves from the settlement will not be bound by the settlement and will not receive any payment from it.

The deadline for submitting claims in the proposed settlement, opting out of it or objecting to it, is _____, 2014.

You have been identified as a potential member of **Settlement Class 1** (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California and were transferred to the Manila call center between **May 1, 2008 and March 25, 2011**). It is estimated that members of Settlement Class 1 who submit a timely and valid claim form can expect to receive a settlement payment of at least \$25.00 if the Court gives final approval to the Settlement. A Settlement Class 1 Claim Form can be obtained by following this link: [insert hyperlink to Class 1 Claim Form]. To learn if you may be eligible to receive money under the proposed class action settlement, as well as how to submit a claim, please visit www.ShellRecordingSettlement.com or contact the Claims Administrator at 1-8xx-xxx-xxxx.

If you do nothing, you will receive no payment **and** you will lose all legal claims or rights that you may have against Defendant in connection with the calls described above. You will have no further right to pursue any such claims or recover any money from Defendant in connection with those claims.

EXHIBIT 2-b

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

Nguyen v. Equilon Enterprises LLC

United States District Court for the Northern District of California, Case No. 4:12-cv-04650-YGR

NOTICE OF CLASS ACTION SETTLEMENT

(Settlement Class 2: March 26, 2011 through September 12, 2012)

If you are or were a California resident and you called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California at any time during the period from March 26, 2011 through September 12, 2012, were transferred to Shell's Manila call center, and spoke to a Shell customer-service representative, you may be eligible to receive money from a proposed class action settlement.

A proposed class action settlement has been reached in a lawsuit called *Tuan Nguyen v. Equilon Enterprises LLC*, pending in the United States District Court for the Northern District of California as Case No. 4:12-cv-04650-YGR. The lawsuit claims that Defendant, without providing the notice required by California law, recorded certain telephone calls from California residents who called 888-GO-SHELL (888-467-4355) from within California and were transferred to a call center in Manila, Philippines. Defendant denies the claims. Nonetheless, Defendant and the Class Representative and his counsel have agreed to settle the dispute to avoid the risks and costs of litigation.

If the Court certifies a class and approves the settlement, all class members who submit timely and valid claim forms will receive a payment to resolve all claims they may have had against Defendant regarding the calls described above. Persons who exclude themselves from the settlement will not be bound by the settlement and will not receive any payment from it.

The deadline for submitting claims in the proposed settlement, opting out of it or objecting to it, is _____, 2014.

You have been identified as a potential member of **Settlement Class 2** (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California and were transferred to the Manila call center between **March 26, 2011 and September 12, 2012**). It is estimated that members of Settlement Class 2 who submit a timely and valid claim form can expect to receive a settlement payment of at least \$176.00 if the Court gives final approval to the Settlement. A Settlement Class 2 Claim Form can be obtained by following this link: [insert hyperlink to Class 2 Claim Form]. To learn if you may be eligible to receive money under the proposed class action settlement, as well as how to submit a claim, please visit www.ShellRecordingSettlement.com or contact the Claims Administrator at 1-8XX-XXX-XXXX.

If you do nothing, you will receive no payment **and** you will lose all legal claims or rights that you may have against Defendant in connection with the calls described above. You will have no further right to pursue any such claims or recover any money from Defendant in connection with those claims.

EXHIBIT 2-c

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

Nguyen v. Equilon Enterprises LLC

United States District Court for the Northern District of California, Case No. 4:12-cv-04650-YGR

NOTICE OF CLASS ACTION SETTLEMENT

(Combined Settlement Class 1 (May 1, 2008 through March 25, 2011) and

Settlement Class 2 (March 26, 2011 through September 12, 2012)

If you are or were a California resident and you called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California at any time during the period from May 1, 2008 through September 12, 2012, were transferred to Shell's Manila call center, and spoke to a Shell customer-service representative, you may be eligible to receive money from a proposed class action settlement.

A proposed class action settlement has been reached in a lawsuit called *Equilon Enterprises LLC*, pending in the United States District Court for the Northern District of California as Case No. 4:12-cv-04650-YGR. The lawsuit claims that Defendant, without providing the notice required by California law, recorded certain telephone calls from California residents who called 888-GO-SHELL (888-467-4355) from within California and were transferred to a call center in Manila, Philippines. Defendant denies the claims. Nonetheless, Defendant and the Class Representative and his counsel have agreed to settle the dispute to avoid the risks and costs of litigation.

If the Court certifies a class and approves the settlement, all class members who submit timely and valid claim forms will receive a payment to resolve all claims they may have had against Defendant regarding the calls described above. Persons who exclude themselves from the settlement will not be bound by the settlement and will not receive any payment from it.

The deadline for submitting claims in the proposed settlement, opting out of it or objecting to it, is _____, 2014.

You have been identified as a potential member of **both Settlement Class 1 and Settlement Class 2** (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California and were transferred to the Manila call center **during both the period from May 1, 2008 through March 25, 2011 and the period from March 26, 2011 through September 12, 2012**). It is estimated that persons who are members of **both** Settlement Class 1 and Settlement Class 2 and submit a timely and valid claim form can expect to receive a settlement payment of at least \$201.00 if the Court gives final approval to the Settlement. A Combined Settlement Class 1 and 2 Claim Form can be obtained by following this link: [insert hyperlink to Combined Class 1 and 2 Claim Form]. To learn if you may be eligible to receive money under the proposed class action settlement, as well as how to submit a claim, please visit www.ShellRecordingSettlement.com or contact the Claims Administrator at 1-8xx-xxx-xxxx.

If you do nothing, you will receive no payment **and** you will lose all legal claims or rights that you may have against Defendant in connection with the calls described above. You will have no further right to pursue any such claims or recover any money from Defendant in connection with those claims.

EXHIBIT 3

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

**If You Are a California Resident and
Called 888-GO-SHELL (888-467-
4355) between May 1, 2008 and
September 12, 2012 from a Cellular
or Cordless Telephone While
Located in California, You could
Receive Money From a Settlement.**

A \$1,975,000 proposed settlement has been reached in a class action lawsuit over claims that Equilon Enterprises LLC (“Equilon”), the owner of 888-GO-SHELL (888-467-4355), violated California law by recording, without notice or warning, certain telephone calls that were made to Shell’s 888-GO-SHELL customer service number by California residents from cellular or cordless telephones while located within California and were transferred to a call center in Manila, Philippines. **The settlement provides cash payments to class members who submit valid claims on time.** Equilon denies it did anything wrong. Both sides agreed to a Settlement to avoid the uncertainty and cost of a trial and to provide benefits to class members.

Who is Included?

You are a Class Member if you are or were a California resident and you called 888-GO-SHELL (888-467-4355) between May 1, 2008 and September 12, 2012 from a cellular or cordless telephone while you were in California, your call was transferred to Shell’s Manila, Philippines call center, and you spoke to a customer-service representative.

What are the Settlement Terms?

Equilon has agreed to create a \$1,975,000 Settlement Fund. After fees and costs are deducted, the Settlement Fund will be distributed to Class Members based on the settlement formula outlined in the Settlement Agreement and explained in the Class Notice. **You can read both documents by going to the website: www.ShellRecordingSettlement.com.** If you do not have Internet access, you can call **1-8xx-xxx-xxxx** to request copies.

You have been identified as a potential member of **Settlement Class 1** (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone in California and were transferred to the Manila call center between **May 1, 2008 and March 25, 2011**).

You cannot receive a payment unless you submit a claim form. Information regarding how to fill out and submit a claim form can be found online at www.ShellRecordingSettlement.com or by calling **1-8xx-xxx-xxxx**. Claim forms may be mailed or submitted online.

Your Rights May Be Affected.

You have the option to (1) make a claim, (2) exclude yourself from the Settlement, or (3) object to the Settlement. If you do nothing, your rights will be affected. If you do not want to be legally bound by the Settlement, you must exclude yourself by **Month 00, 0000**. Otherwise, you will not be able to sue Equilon later on the claims released as part of this settlement. If you exclude yourself, you cannot get benefits from this Settlement. If you stay in the Settlement, you may object to it by **Month 00, 0000**. The Class Notice available at the website below explains how to exclude yourself or object.

The Court will hold a hearing on **August 26, 2014** to consider whether to approve the Settlement, attorneys’ fees and costs of up to \$513,750, and a service award for the Class Representative. You can appear at the hearing, but you do not have to do so. You can hire your own attorney, at your own expense, to appear or speak for you at the hearing, but you are not required to do that either.

For more information and a Claim Form, call

1-8XX-XXX-XXXX

or visit

www.ShellRecordingSettlement.com

EXHIBIT 4-a

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

Nguyen v. Equilon Enterprises LLC

United States District Court for the Northern District of California, Case No. 4:12-cv-04650-YGR

SHELL RECORDING CASE SETTLEMENT CLASS 1 CLAIM FORM

This Claim Form is for Settlement Class 1 Members only (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California and were transferred to the Manila call center between May 1, 2008 and March 25, 2011).

There are separate claim forms for Settlement Class 2 Members (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone phone while located in California between March 26, 2011 and September 12, 2012) and for Settlement Class Members who are members of both Settlement Class 1 and Settlement Class 2 (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California between May 1, 2008 and March 25, 2011 and between March 26, 2011 and September 12, 2012).

To receive your Settlement Class 1 share of the settlement, **you must submit this completed Claim Form either electronically by accessing the Settlement website at www.ShellRecordingSettlement.com, or by regular mail to the following address, postmarked no later than , 2014:**

Shell Settlement Claims Administrator
c/o Kurtzman Carson Consultants, LLC
P.O. Box XXXX
City / State, XXXXX
Toll Free: 1-8XX-XXX-XXXX
Website: www.ShellRecordingSettlement.com

Please note that you may make only one Settlement Class 1 Member claim, regardless of the number of calls you made to 888-GO-SHELL (888-467-4355) between May 1, 2008 and March 25, 2011. Please note also that the Claims Administrator has records of telephone calls which will be used to verify the accuracy of claims.

I. Your Name and Address

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone Number(s) Used to Call 888-GO-SHELL (888-46-74355) between 5/01/2008 and 3/25/2011:

_____, _____, _____

Cordless Phone Number(s) Used to Call 888-GO-SHELL (888-46-74355) between 5/01/2008 and 3/25/2011: _____, _____, _____

Questions? Call 1-8XX-XXX-XXXX or www.ShellRecordingSettlement.com

II. Release

In exchange for the consideration provided for in this Settlement, I understand that I will forever and completely release and discharge Shell Oil Company, Shell Oil Products Company LLC, Equilon Enterprises LLC dba Shell Oil Products US (entity which owns the 888-GO-SHELL telephone number), and Shell Shared Services (Asia) B.V. (entity which operates the Manila call center), and any of their past or present directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, parents, subsidiaries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, clients, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), from any and all liabilities, claims, cause of action, damages, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Action, relating to or arising out of the alleged recording, monitoring, or eavesdropping upon telephone calls I made to 888-GO-SHELL (888-467-4355) between May 1, 2008 and September 12, 2012, inclusive, from a cellular or cordless telephone while I was located in California and which call was transferred to the Manila, Philippines call center (collectively, the “Released Claims”). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the Action alleging violation of statutory law prohibiting the monitoring, recording or eavesdropping on telephonic conversations without the consent of all parties, including but not limited to claims under California Penal Code §§ 632.7 and 637.2. The Released Claims also include, but are not limited to, claims under any other California or Federal statute, code, rule or regulation, which claims are predicated on the alleged monitoring, recording or eavesdropping on calls without notice and/or consent.

III. Cellular or Cordless Telephone Call Certification

By my signature below, I certify, to my best honest belief, that I am a California resident and I called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California between May 1, 2008 and March 25, 2011 and spoke to a Shell customer-service representative.

Dated: _____ / _____ / _____

Print Name

Signature

EXHIBIT 4-b

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

Nguyen v. Equilon Enterprises LLC

United States District Court for the Northern District of California, Case No. 4:12-cv-04650-YGR

SHELL RECORDING CASE SETTLEMENT CLASS 2 CLAIM FORM

This Claim Form is for Settlement Class 2 Members only (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California and were transferred to the Manila call center between March 26, 2011 and September 12, 2012).

There are separate claim forms for Settlement Class 1 Members (persons who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone phone while located in California between May 1, 2008 and March 25, 2011) and for Settlement Class Members who are members of both Settlement Class 1 and Settlement Class 2 (California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California between May 1, 2008 and March 25, 2011 and between March 26, 2011 and September 12, 2012).

To receive your Settlement Class 1 share of the settlement, **you must submit this completed Claim Form either electronically by accessing the Settlement Website at www.ShellRecordingSettlement.com, or by regular mail to the following address, postmarked no later than , 2014:**

Shell Settlement Claims Administrator
c/o Kurtzman Carson Consultants, LLC

P.O. Box XXXX

City / State, XXXXX

Toll Free: 1-8XX-XXX-XXXX

Website: www.ShellRecordingSettlement.com

Please note that you may make only one Settlement Class 2 Member claim, regardless of the number of calls you made to 888-GO-SHELL (888-467-4355) between March 26, 2011 and September 12, 2012. Please note also that the Claims Administrator has records of telephone calls which will be used to verify the accuracy of claims.

I. Your Name and Address

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone Number(s) Used to Call 888-GO-SHELL (888-46-74355) between 3/26/2011 and 9/12/2012:

_____, _____, _____

Cordless Phone Number (s) Used to Call 888-GO-SHELL (888-46-74355) between 3/26/2011 and 9/12/2012: _____, _____, _____

II. Release

In exchange for the consideration provided for in this Settlement, I understand that I will forever and completely release and discharge Shell Oil Company, Shell Oil Products Company LLC, Equilon Enterprises LLC dba Shell Oil Products US (entity which owns the 888-GO-SHELL telephone number), and Shell Shared Services (Asia) B.V. (entity which operates the Manila call center), and any of their past or present directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, parents, subsidiaries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, clients, divisions, predecessors, successors, and assigns (collectively, the “Released Parties”), from any and all liabilities, claims, cause of action, damages, costs, attorneys’ fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Action, relating to or arising out of the alleged recording, monitoring, or eavesdropping upon telephone calls I made to 888-GO-SHELL (888-467-4355) between May 1, 2008 and September 12, 2012, inclusive, from a cellular or cordless telephone while I was located in California and which call was transferred to the Manila, Philippines call center (collectively, the “Released Claims”). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the Action alleging violation of statutory law prohibiting the monitoring, recording or eavesdropping on telephonic conversations without the consent of all parties, including but not limited to claims under California Penal Code §§ 632.7 and 637.2. The Released Claims also include, but are not limited to, claims under any other California or Federal statute, code, rule or regulation, which claims are predicated on the alleged monitoring, recording or eavesdropping on calls without notice and/or consent.

III. Cellular or Cordless Telephone Call Certification

By my signature below, I certify, to my best honest belief, that I am a California resident and I called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California between March 26, 2011 and September 12, 2012 and spoke to a Shell customer-service representative.

Dated: _____ / _____ / _____

Print Name _____

Signature _____

EXHIBIT 4-c

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

Nguyen v. Equilon Enterprises LLC

United States District Court for the Northern District of California, Case No. 4:12-cv-04650-YGR

**SHELL RECORDING CASE SETTLEMENT COMBINED CLASS 1 AND CLASS 2
CLAIM FORM**

This Claim Form is for only those Settlement Class Members who fit within the definitions of both Class 1 **and** Class 2 (*i.e.*, California residents who called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California and were transferred to the Manila call center **both** between May 1, 2008 and March 25, 2011 **and** between March 26, 2011 and September 12, 2012). There are separate forms for Settlement Class Members who fit within only the definition of Class 1 **or** only the definition of Class 2.

To receive your Settlement Class 1 and Settlement Class 2 shares of the settlement, **you must submit this completed Claim Form either electronically by accessing the Settlement Website at www.ShellRecordingSettlement.com, or by regular mail to the following address, postmarked no later than , 2014:**

Shell Settlement Claims Administrator
c/o Kurtzman Carson Consultants, LLC

P.O. Box **XXXX**

City / State, XXXXX

Toll Free: **1-8XX-XXX-XXXX**

Website: www.ShellRecordingSettlement.com

Please note that you may make only one combined Settlement Class 1 and Settlement Class 2 Member claim, regardless of the number of calls you made to 888-GO-SHELL (888-467-4355) between May 1, 2008 and September 12, 2012. As a member of both Settlement Class 1 and Settlement Class 2, your combined pro rata share of the settlement cannot exceed \$6,000.00. Please note also that the Claims Administrator has records of telephone calls which will be used to verify the accuracy of claims.

I. Your Name and Address

Please clearly print or type your information in the spaces below:

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone Number(s) Used to Call 888-GO-SHELL (888-46-74355) between 5/01/2008 and 9/12/2012:

_____, _____, _____

Cordless Phone Number(s) Used to Call 888-GO-SHELL (888-46-74355) between 5/01/2008 and

9/12/2012: _____, _____, _____

II. Release

In exchange for the consideration provided for in this Settlement, I understand that I will forever and completely release and discharge Shell Oil Company, Shell Oil Products Company LLC, Equilon Enterprises LLC dba Shell Oil Products US (entity which owns the 888-GO-SHELL telephone number), and Shell Shared Services (Asia) B.V. (entity which operates the Manila call center), and any of their past or present directors, officers, employees, agents, insurers, shareholders, members, attorneys, advisors, consultants, representatives, partners, affiliates, related companies, parents, subsidiaries, joint ventures, independent contractors, wholesalers, resellers, distributors, retailers, clients, divisions, predecessors, successors, and assigns (collectively, the "Released Parties"), from any and all liabilities, claims, cause of action, damages, costs, attorneys' fees, losses, or demands, whether known or unknown, existing or suspected or unsuspected, that were or reasonably could have been asserted based on the factual allegations contained in the Action, relating to or arising out of the alleged recording, monitoring, or eavesdropping upon telephone calls I made to 888-GO-SHELL (888-467-4355) between May 1, 2008 and September 12, 2012, inclusive, from a cellular or cordless telephone while I was located in California and which call was transferred to the Manila, Philippines call center (collectively, the "Released Claims"). The Released Claims include, but are not limited to, claims that were or reasonably could have been asserted based on the factual allegations contained in the Action alleging violation of statutory law prohibiting the monitoring, recording or eavesdropping on telephonic conversations without the consent of all parties, including but not limited to claims under California Penal Code §§ 632.7 and 637.2. The Released Claims also include, but are not limited to, claims under any other California or Federal statute, code, rule or regulation, which claims are predicated on the alleged monitoring, recording or eavesdropping on calls without notice and/or consent.

III. Cellular or Cordless Telephone Call Certification

By my signature below, I certify, to my best honest belief, that I am a California resident and I called 888-GO-SHELL (888-467-4355) from a cellular or cordless telephone while located in California both between May 1, 2008 and March 25, 2011 and between March 26, 2011 and September 12, 2012 and spoke to a Shell customer-service representative.

Dated: _____ / _____ / _____

Print Name _____

Signature

EXHIBIT 5

*(to [Proposed] Order Granting Motion for
Preliminary Approval of Settlement)*

REQUEST FOR EXCLUSION FROM THE SETTLEMENT

Tuan Nguyen v. Equilon Enterprises LLC (Case No. 4:12-cv-04650-YGR)

United States District Court, Northern District of California

Shell Recording Case
c/o Kurtzman Carson Consultants, LLC
P.O. Box **XXXX**
City / State, XXXXX
Toll Free: **1-8XX-XXX-XXXX**

COMPLETE ONLY IF YOU DO NOT WANT TO SHARE IN THE SETTLEMENT

This Request For Exclusion From The Settlement Form Must be Postmarked No Later Than _____, 2014

Please print your name, address, telephone number, and email below:

Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

INSTRUCTIONS

If you do not want to participate in this settlement, you may exclude yourself. This is called “opting-out” of the settlement. If you opt-out of the settlement, (a) you will have no right to receive any benefits under the settlement in this case, (b) you will not be bound by the settlement, and (c) you will have no right to object to the settlement or be heard at the final fairness hearing.

To opt out, you must complete, sign, and return this form to Shell Recording Case Exclusions c/o Kurtzman Carson Consultants, LLC, at the address listed above. To be timely, your Request For Exclusion From The Settlement form must be **postmarked no later than _____, 2014**.

OPT-OUT SIGNATURE

By signing this Request For Exclusion From The Settlement form, I hereby opt out of this settlement. I understand that I will have no right to receive any benefits from the settlement in this case, and I will have no right to object to the settlement and/or be heard at the final fairness hearing.

Date: ____/____/_____

Signature: _____

Printed Name of Person Signing: _____